

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SUN CAB, INC. d/b/a
NELLIS CAB COMPANY

and

Case 28-CA-118942

DAWIT ALEMU

DECISION AND ORDER

Statement of the Case

On October 23, 2014, Sun Cab, Inc. d/b/a Nellis Cab Company (the Respondent), Dawit Alemu (the Charging Party), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.¹

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

The Respondent is a corporation with an office and place of business in Las Vegas, Nevada (the Respondent's facility), where it is engaged in providing taxicab services in the Las Vegas, Nevada metropolitan area.

¹ Member Johnson notes that approval of this Formal Settlement Stipulation, which memorializes the mutual agreement of all the parties, does not constitute a Board finding regarding the appropriateness of an award of front pay in lieu of reinstatement.

In conducting its business operations in Las Vegas, Nevada, during the 1-year period ending December 12, 2013, the Respondent purchased and received goods at the Respondent's facility valued in excess of \$50,000 directly from points outside the State of Nevada and derived gross revenues in excess of \$500,000.

The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization involved

Industrial, Technical and Professional Employees Union, Local 4873, affiliated with Office and Professional Employees International Union, AFL-CIO (the Union), is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondent, Sun Cab, Inc. d/b/a Nellis Cab Company, Las Vegas, Nevada, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discharging or refusing to reinstate any of its employees or in any other manner discriminating in regard to hire or tenure of employment or any other term or condition of employment, in order to discourage membership in Industrial, Technical and Professional Employees Union, Local 4873, affiliated with Office and Professional Employees International Union, AFL-CIO, or in any other labor organization.

(b) Discharging or refusing to reinstate any of its employees or in any other manner discriminating in regard to hire or tenure of employment or any other term or condition of employment because its employees gave testimony under the Act.

(c) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their right to self organization, to form labor organizations, to join or assist Industrial, Technical and Professional Employees Union, Local 4873, affiliated with Office and Professional Employees International Union, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, remove from the Respondent's files any reference to the discharge of Dawit Alemu and within 3 days thereafter, notify him, in writing, that this was done and that the discharge will not be used against him in any way.

(b) Make whole the following employee, who has waived his right to reinstatement to his former job, for any loss of pay he may have suffered by reason of the discrimination against him by payment to him of the amounts set forth opposite his name, making the appropriate wage withholdings on backpay and front pay and no wage withholdings on interest, and compensate him for the adverse tax consequences of receiving the lump-sum backpay award and submit the appropriate documentation to the Social Security Administration so that when backpay is paid to him, it will be allocated to the appropriate calendar quarters with no wage withholdings on the excess tax portion of the monetary liability:

Dawit Alemu	\$27,874.00 (Backpay)
	10,000.00 (Front Pay)
	1015.00 (Excess Tax)
	<u>434.00</u> (Interest)
Total amount owed:	\$39,323.00

(c) Within 14 days of service by Region 28 of the National Labor Relations Board (Region 28), post at its Las Vegas, Nevada facility copies of the attached notice marked "Appendix A" in both English and the Ethiopian language of Amharic. Copies of the Notices, on forms provided by Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notices to all current employees and former employees employed by the Respondent at any time since November 1, 2013.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 28 a sworn certificate of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., February 13, 2015

Mark Gaston Pearce, Chairman

Kent Y. Hirozawa, Member

Harry I. Johnson, III, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT fire you because of your union membership or support for Industrial, Technical and Professional Employees Union, Local 4873, affiliated with Office and Professional Employees International Union, AFL-CIO or because you testified at a Board hearing.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL pay Dawit Alemu, who has agreed that he does not want his job back, for the wages and other benefits he lost because we fired him.

WE WILL pay Dawit Alemu for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file reports with the Social Security Administration allocating the backpay award to the appropriate calendar quarters.

WE WILL remove from our files all references to the discharge of Dawit Alemu, and WE WILL notify him in writing that this has been done and that the discharge will not be used against him in any way.

SUN CAB, INC. d/b/a NELLIS CAB COMPANY
(Employer)

The Board's decision can be found at www.nlrb.gov/case/28-CA-118942 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.

